

71. **"Rate Elements"** refers to the charge elements defined in the appropriate tariff that will be utilized in the calculation of the charges.
72. **"Rating Point"** is the V&H coordinate associated with a particular telephone number for rating purposes.
73. **"Routing Point"** means a location which a LEC or CLC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC or CLC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services, pursuant to Bellcore Practice BR 795-100-100. The Routing Point may be an "End Office" location or a "LEC Consortium Point of Interconnection." The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.
74. **"Service Control Point" ("SCP")** is the node in the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point ("SSP"), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.
75. **"Service Provider Number Portability" ("SPNP")** is the operational capability which allows customers to use their telephone numbers with any local exchange service provider in the Wire Center area of the LEC or CLC who initially issued the telephone number to the customer.
76. **"Signal Transfer Point" ("STP")** is an equipment configuration that performs a packet switching function that routes signaling messages among Service Switching Points ("SSPs"), Service Control Points ("SCPs"), Signaling Points ("SPs"), and other STPs in order to set up calls and to query databases.
77. **"Switched Access Service"** means an offering of facilities for the purpose of the origination or termination of traffic to or from exchanges which are not local to one another. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, Toll Free Service, and 900 access. Switched Access does not include traffic exchanged between LECs and CLCs for purpose of local exchange interconnection.
78. **"Tandem Switches"** are those switches used to connect and switch traffic between and among Central Office Switches.
79. **"Transit Rate"** is the rate that applies to local and toll calls sent between a LEC and a CLC destined for a third-party LEC or CLC.
80. **"Toll Free Service"** means service provided with any dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

81. "Wholesale Prices" are prices as defined by the Act (47 U.S.C., Section 252(d)(3)), as amended from time to time.
82. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located. However, for purposes of EIS, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
83. "Wireless Service Provider" ("WSP") means a provider of Commercial Mobile Radio Services ("CMRS") (e.g., cellular service provider, Personal Communications Services provider or paging service provider).

III. TECHNICAL PROVISIONS

This Agreement covers the initial local interconnection arrangements between the Parties.

- A. In each LATA identified in the Attachment A attached hereto, the Pacific and Cox switches, Routing Points and POIs designated therein shall serve as the initial local interconnection points at which Pacific and Cox will interconnect their networks. Initial Local Interconnection Trunk Groups could be configured using the LATA-Wide Terminating Interconnection option. If the LATA-Wide Interconnection option is not elected, Cox would be required to interconnect at each Pacific tandem in any LATA in which both Parties operate and interconnect.

Logical trunk groups will be established referencing the appropriate Cox Routing Point and Pacific End Offices, access tandems, and POI. In addition, where necessary and as mutually agreed to, facilities will be defined between the Parties' networks to permit the trunk group(s) designated in Attachment A to be established.

Nothing in Attachment A restricts either Party from ordering and establishing Cox - Pacific Local Interconnection Trunk Groups in addition to the initial combinations described above. All such new Trunk Groups and associated POIs, if any, will be incorporated by amendment to Attachment A of this Agreement.

- B. Single POI Model. For each Central Office Switch or Routing Point where Cox and Pacific interconnect for the exchange of local and intraLATA toll and meet-point Switched Access traffic, Cox and Pacific agree that there will be a single POI.
- C. Sizing and Structure of Interconnection Facilities. Prior to establishing interconnection facilities, the Parties will mutually agree on the appropriate sizing of such facilities based on the standards set forth below. The interconnection facilities provided by each Party shall be superframe with Alternate Mark Line Code and Superframe Format Framing ("AMF") at either the DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the

Parties during planning - forecasting meetings.

- D. **Two-Way Trunks.** Interconnection will be provided via two-way trunks. Two-way trunks will be established to exchange local and intraLATA toll and separate two-way trunks will be established for the joint provision of meet-point Switched Access traffic.
- E. **Signaling Protocol.** The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks.

IV. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

A. Description

The Parties shall reciprocally terminate Local Exchange Traffic originating on each other's networks as follows:

1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of Local Exchange Traffic.
2. The Parties will provide CCS to one another in conjunction with all two-way trunk groups. Cox may establish CCS interconnections either directly and/or through a third party. CCS interconnection, whether direct or by third party shall be pursuant to PUB L-780023-PB/NB and in accordance with the terms and conditions of Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6.8.2. Applicable rates, if any, for CCS interconnection are defined below. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored.
3. Cox shall interconnect to Meet-Point Trunks and Local Interconnection Trunks through a digital hand-off at each POI. Cox shall purchase an appropriate collocation service and cross-connection service to interconnect to those trunk groups. At its option, Cox may interconnect to those trunk groups at the POIs via a Mid-Span Meet or by purchasing Pacific's Special Access and, if requested, multiplexing services.
4. The Parties will provide each other initial forecasts of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities by the fourth quarter of 1996, consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended

Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between Cox and Pacific. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech." Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for DXC, CLC, or Pacific internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

5. Either Party may opt at any time to terminate to the other Party some or all Local Exchange Traffic originating on its network, together with Switched Access traffic, via Feature Group D or Feature Group B Switched Access Services. The Parties may otherwise purchase these Switched Access services from each other subject to the rates, terms and conditions specified in their intrastate access tariffs.

Neither Party shall terminate Switched Access traffic over Local Interconnection Trunks.

6. The Parties agree to mutually plan and provide for the termination by the Parties of traffic from third-party LECs, CLCs and/or WSPs over Local Interconnection Trunk Groups. These plans will include, but are not limited to, the issues of network capacity, forecasting, third-party routing arrangements and reciprocal compensation terms (including calculation and verification of PLU). The Parties will use good faith efforts to establish or modify any interconnection as necessary to enable such termination.
7. The Parties will use the Local Interconnection Trunk Groups for the origination and termination of third-party WSP traffic where such traffic is originated or terminated between the Parties in connection with the delivery of that WSP's traffic under an interconnection agreement between the WSP and one of the Parties (e.g., Type 2A interconnection). The Parties also agree to route traffic according to the terminating destination location as contained in the LERG. Subsidiary and/or affiliate WSPs of each Party shall be treated as third-party WSPs under this Agreement.
8. Cox shall only deliver traffic over the Local Interconnection Trunk Group(s) to a Pacific End Office for those publicly-dialable NPA-NXX codes served by that End Office. Except where LATA-Wide Terminating Interconnection is provided, Cox shall only deliver traffic over the Local Interconnection Trunk Group(s) to a Pacific access tandem for publicly dialable NPA-NXX codes served by End Offices or switches that directly subtend the access tandem.
9. Pacific shall deliver all traffic destined to terminate at a Cox End Office or tandem in accordance with the serving arrangements defined in the LERG. However, in no case shall Pacific deliver calls destined to terminate at a Cox End Office via another LEC's or CLC's End Office or tandem.

10. Where Cox delivers over the Local Interconnection Trunk group miscellaneous calls (i.e., time, weather, NPA-555, Busy Line Verify/Interrupt, California 900, Mass Calling Codes) destined for Pacific, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
11. N11 codes (i.e., 411, 611, 911) shall not be sent between Cox's and Pacific's network over the Local Interconnection Trunk Groups.
12. There are certain types of calls that require exchange of billing records between the Parties. These types of calls include: Toll Free Service calls, 900 and 976 calls, Feature Group B and D Switched Access calls to and from IXCs, and intrastate alternate billed calls (e.g., calling card, bill-to-third, and collect). The Parties will negotiate and execute a separate agreement within 30 days from the effective date of this Agreement for the settlement of the revenues associated with these calls.

B. Compensation for Call Termination:

1. Except as modified elsewhere in this Section, the following compensation rates shall apply for traffic carried by Cox to Pacific:
 - a. **Bill and Keep:** Applicable to all local (Zone Usage Measurement ("ZUM") Zone 1 and ZUM Zone 2), Extended Area Service and ZUM Zone 3 traffic, as defined by the CPUC.
 - b. **Toll Rate:** Applicable to intraLATA toll calls based on intrastate Switched Access rates as described below:
 - Tandem switched transport as listed in Pacific's Schedule Cal. P.U.C. 175-T, Section 6.8.2(C):
 - Fixed per minute of use (currently \$0.000286).
 - Variable per mile per minute of use. Mileage is calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI and the Pacific End Office (currently \$0.000045).
 - Tandem switching per minute of use (currently \$0.001051).
 - Local Switching per minute of use as listed in Schedule Cal. P.U.C. Tariff No. 175-T Section 6.8.3(A) with the following sub-elements:
 - Set-up per call (currently \$.01438).

- Minutes of Use (currently \$0.003150)

- Network Interconnection Charge - per minute of use as listed in Schedule Cal. P.U.C. Tariff No. 175-T, Section 6.8.2(D) (currently \$.004745).

c. Additional Tandem Transport/Switching Charges When the LATA-Wide Terminating Option Is Selected:

- Tandem switched transport as listed in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T at Section 6.8.2(C):

- Fixed per minute of use (currently \$0.000286)

- Tandem switching per minute of use (currently \$0.001051).

d. Transit Rate: Cox shall pay a transit rate of \$.0060 per minute to Pacific when Cox uses a Pacific access tandem to transit a call from another CLC or LEC to a third-party LEC, CLC or another Cox End Office. If Pacific enters into an interconnection agreement with another CLC that provides for a transit rate lower than \$.0060, that transit rate will be substituted for the rate set in this paragraph upon the effective date of that agreement. If Cox receives a call through Pacific's access tandem that originates from another CLC or LEC, Cox will not charge Pacific any rate elements for this call, regardless of whether the call is local or toll. The Parties will establish appropriate billing relationships directly with the other CLC or LEC.

When Cox uses a Pacific access tandem to transit a toll call to a third-party LEC End Office, and that LEC is a member of the California Toll Pool ("Pooling LEC"), Pacific will bill, and Cox will pay, Pacific's local switching and proportionate local transport rates in addition to the transit rate above. Pacific will remit such revenues to the California Toll Pool. When a Pooling LEC originates a toll call that terminates to a Cox NXX, Cox will bill and Pacific will pay, Cox local switching and local transport rates as if the call originated from a Pacific End Office.

2. Except as modified elsewhere in this Section, the following compensation rates shall apply for traffic carried from Pacific to Cox:

- a. **Bill and Keep:** Applicable to all local (ZUM Zone and ZUM Zone 2), Extended Area Service and ZUM Zone 3 traffic, as defined by the CPUC.
- b. **Toll Rate:** Applicable to intraLATA toll calls, based on Cox's intrastate Switched Access rates which shall match Pacific's Switched Access rates until Cox files its tariff.

- c. **Transit Rate:** Pacific shall pay a transit rate equal to the rates set in the first two sentences of Paragraph IV.B.1.d when Pacific uses a Cox switch to originate a call to a third-party LEC, another CLC or another Pacific access tandem.
- 3. **For IntraLATA Toll Free Service calls provided by one of the Parties, the compensation set forth in Sections IV.B.1.b, above, shall be paid by the Party terminating the call to the Party originating the call.**
- 4. **Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. Either Party may request the exchange of originating EMR records in order to bill the other Party terminating minutes of use. The Parties agree to cooperate in the exchange of the records if so requested, and to negotiate a per-record charge for the exchange of such records, where appropriate.**
- 5. **Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly billing cycle and then rounded to the next whole minute.**
- 6. **Each Party will provide to the other, within 15 calendar days of executing this Agreement and thereafter on a calendar-year quarterly basis, within 15 calendar days after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunk arrangements:**
 - a. **Total traffic volume described in terms of minutes and messages and by call type (local, toll and other) terminated to each other over the Local Interconnection Trunk Groups, or as required by the CPUC, and**
 - b. **PLU.**
- 7. **Late payment charges for interconnection charges will be assessed as described in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 2.4.1(B) and Cox's late payment charges, which shall match Pacific's Switched Access rates until Cox files its tariff.**
- 8. **Charges for CCS interconnection will be applied based on the option for CCS interconnection Cox selects, as follows:**
 - a. **If CCS interconnection is from Pacific's STPs to Cox's STPs solely for the purpose of exchanging signaling for each Party's local exchange traffic, then no charges will apply for such SS7 links or ports.**

- b. If Cox uses a third-party CCS provider to connect to Pacific's STPs, then charges will apply to such SS7 links, to the third-party, as set forth in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6.
- c. If Cox connects its end office(s) directly to Pacific's STPs, then Pacific will apply 50% (one half) of the charges set forth in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6 for such SS7 links.

If Cox elects to use Local Interconnection signaling arrangement option (a) or (c) above in the future for switched access calls (e.g., FGB or FGD), the Parties agree to renegotiate the rates, terms and conditions prior to such use. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features and functions, to the extent each carrier offers such features and functions to its own end uses. All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored.

C. Compensation for Use of Facilities for Local Interconnection

The following describes the arrangement between the Parties for compensation for facilities established to transport Local Exchange Traffic between the Parties. The Parties agree to the following terms based on consideration of the generally balanced use of the Parties' respective facilities for interconnection. Such consideration is based on relative facility length and capacity provided to each other, determined by the comparison of facility deployment behind the POIs associated with Cox's collocation arrangements and Pacific's network.

- 1. Where the POI for the Local Interconnection Trunk Group is at a collocation arrangement in the same Pacific Wire Center as the Pacific switch where the Local Interconnection Trunk Group terminates, Pacific will pay a monthly charge for the facility and cross connect equal to one point of termination at DS-1 rates (per DS-1 used for Local Interconnection Trunks) or DS-3 rates (per DS-3 used for Local Interconnection Trunks) according to Cox's tariff, in addition to the Switched Access elements, if any, below. Pacific may, at its option, choose to pay either the applicable tariffed DS-1 rates for those DS-1(s) used for Local Interconnection Trunks in a DS-3 facility, or pay the applicable tariffed DS-3 rate for each DS-3 facility used for Local Interconnection Trunks between the Parties.
- 2. Where the POI for the Local Interconnection Trunk Group is at a collocation arrangement other than in the same Pacific Wire Center as the Pacific switch where the Local Interconnection Trunk Group terminates, Cox will pay a monthly charge to Pacific for the facility and cross-connect equal to one point of termination at DS-1 rates (per DS-1 used for Local Interconnection Trunks) or DS-3 rates (per DS-3 used for Local Interconnection Trunks) according to Pacific's tariff, in addition to the Switched Access elements, if any, above. Cox may, at its option, choose to pay either the applicable tariffed DS-1 rates for those DS-1(s) used for

Local Interconnection Trunks in a DS-3 facility, or pay the applicable tariffed DS-3 rate for each DS-3 facility used for Local Interconnection Trunks between the Parties.

3. **Cox may request that Pacific provide an Entrance Facility to its switch location to establish interconnection facilities to the POI for the Local Interconnection Trunk Group. Whether or not the POI for the Local Interconnection Trunk Group is in the same Pacific Wire Center as the Pacific switch where the Local Interconnection Trunk Group terminates, Cox will pay only the monthly charge described in this paragraph for the facility from the POI to the Pacific Access Tandem where the Local Interconnection Trunk Group terminates. This monthly charge will be equal to either the DS-1 (per DS-1 used for Local Interconnection trunks) or DS-3 (per DS-3 used for Local Interconnection trunks) Entrance Facility charge as found in Pacific's Schedule Cal. P.U.C. 175-T, Section 6.8.2.A. (2) or (3) for the Entrance Facility between the POI and Pacific's associated serving Wire Center. This charge is in addition to the reciprocal compensation rates per call above, if any. Cox will not pay any non-recurring charges for initial installation or subsequent rearrangements of the facility, nor will Cox pay Direct-Trunked Transport charges or other charges for any portion of the facility beyond the circuits between the POI and the associated Pacific's serving Wire Center. Cox may, at its option, choose to pay Pacific either the applicable tariffed DS-1 rates for those DS-1(s) used for Local Interconnection trunks in a DS-3 facility, or the DS-3 rate for the DS-3 facilities used for Local Interconnection trunks between the Parties.**
4. **Where the POI for the Local Interconnection Trunk Group is at a Mid-Span Meet, there shall be no compensation between the Parties for the local interconnection facilities used.**

D. Compensation for Jointly Provided WSP Access

The following compensation terms and rates shall apply for jointly provided WSP traffic exchanged between the Parties:

1. **The Parties agree to renegotiate the terms of this sub-section if and when:**
 - a. **the CPUC or the FCC orders a Bill and Keep form of compensation for traffic between WSPs and LECs or substantially changes physical network or interconnection requirements, or compensation terms between LECs and WSPs; or**
 - b. **either Party voluntarily enters into a Bill and Keep compensation agreement with a WSP.**

If the order requiring such new arrangements or compensation terms takes effect before the Parties have completed the negotiations described above, the Parties agree to adjust the compensation terms described in the

remainder of this sub-section to comport with the Order. The Parties agree that such negotiations shall be completed within 60 days of the applicable Order. Required adjustments, if any, in compensation between the Parties will be made upon completion of negotiations, with the agreed upon rates applied retroactively to the effective date of the Order.

2. The following compensation terms apply where the Party providing the tandem function bills and receives revenues from the WSP:

a. Land-to-mobile traffic

- 1) Where the WSP selects the LM2 option for the involved End Office, and the End Office Party routes the call to the other Party's tandem, the tandem Party will pay the End Office Party \$0.012 per minute of use;
- 2) Where the WSP selects the LM1 option, the End Office Party will pay the tandem Party the Transit Rate specified in the reciprocal compensation Section of this Agreement;

or when neither options 1 or 2 above are used, and
- 3) Where the tandem Party pays call termination charges under reciprocal compensation terms, the Party providing the End Office function will pay the tandem Party the Transit Rate specified in the reciprocal compensation Section of this Agreement plus the call termination charges paid to the WSP. However, if these call termination charges exceed \$0.01 per minute of use, the Parties will renegotiate this paragraph.

b. Mobile-to-land traffic

- 1) Where the tandem Party routes the WSP call directly to the End Office where the call terminates, the tandem Party will pay the End Office Party \$0.012 per minute of use.
- 2) Where the tandem Party routes the WSP call through a tandem of the End Office Party, the tandem Party will pay the End Office Party \$0.015 per minute of use.

c. Land-to-paging traffic

For the purposes of this Agreement, paging traffic shall refer to that traffic delivered to paging companies using dedicated NPA-NXXs under a WSP interconnection agreement. The tandem Party will pay the End Office Party \$0.01 per call, where the paging traffic is delivered under an LP2 or LP2-like arrangement with the paging service provider.

3. The Party who has the signed interconnection agreement with the WSP shall supply, upon request, the other Party with a list of NPA-NXXs where the LM2 or LP2 billing options have been chosen.
4. These compensation terms do not affect other compensation terms in this Agreement, except that the Parties shall separately measure the WSP minutes of use subject to the provision of this sub-section and shall exclude such minutes of use from their respective PLU reports.
5. Compensation due to the Party providing the End Office function as described in this sub-section shall be paid within 45 calendar days of the receipt of revenues from the WSP by the Party providing the tandem function.
6. Payment after such 45 calendar days will be subject to late payment charges as set forth in Pacific's Cal. P.U.C. Schedule 175-T, Section 2.4.1B and Cox's late payment charges, which shall match Pacific's Switched Access rates until Cox files its tariff.
7. The Party providing the End Office function may request an audit of the Party providing the tandem function's usage measurements for jointly provided service under this sub-section. The audit will be in accordance with the terms of this Agreement.
8. The Parties agree to identify, and include in their forecasts to each other, the traffic cooperatively provided under this sub-section pursuant to the local interconnection forecasting Section of this Agreement.

E. Maintenance of Service

A maintenance of service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Local Interconnection Trunks, and any of the following conditions exist:

1. No trouble is found in the Local Interconnection Trunks; or
2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
3. Clearing a trouble does not otherwise require dispatch, and after dispatch as required for repair verification, the Local Interconnection Trunks does not exceed Maintenance Limits.

If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for Maintenance of Service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at either: basic time, overtime or premium time as defined in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 13. Cox may subsequently choose to file its own tariff rates for Maintenance of Service, which rates shall apply to services provided by Cox to Pacific upon CPUC approval.

F. E-911 Service

The Parties understand and agree that E-911 Service is critical to maintain public safety. In accordance with the Opinion, the Parties agree to interconnect their networks and supply necessary data so that Cox can provide E-911 access to its subscribers. The Parties agree that required E-911 trunks will be established no later than the initial in-service date of Local Interconnection Trunks between the Parties. Rates, terms and conditions of such interconnection and data updates are contained in Pacific's Schedule Cal. P.U.C. Tariff No. A.9.2. Pacific will provide and Cox will use an electronic interface to enter E-911 customer records into Pacific's E-911 Database Management System. Pacific will make such interface available to Cox and Cox agrees to use such interface on or before 30 days after the in-service date of the first Local Interconnection Trunk Group.

G. End User Repair Call Referrals

1. In answering repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with factual information in answering customer questions.
2. Cox and Pacific will provide to each other a single statewide repair number for end user repair call referrals.
3. Cox and Pacific agree to refer misdirected repair calls to the other as appropriate at no charge to the other Party.

H. Referral Services

If requested, when an end user changes from one Party to the other, and does not retain its original telephone number, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its tariff. Basic referral service is currently provided without charge for a standard period. This announcement will provide details on the new number to be dialed to reach this end user.

I. Busy Line Verification and Interrupt

1. Description

- a. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other party in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users on or before the initial Trunk Groups are placed in service.
- b. BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over the Local Interconnection Trunks.

2. Compensation

Each Party shall charge the other Party for BLV and BLVI at the rates contained in their respective switched access tariffs. Cox shall match the rates contained in Pacific's Switched Access tariff until Cox files its tariff.

J. Directory Assistance

1. At Cox's request, Pacific will:

- a. Provide to Cox, using the Local Interconnection Trunks for access, unbranded Directory Assistance service which is comparable in every way to the Directory Assistance service Pacific makes available to IXCs.
- b. At Cox's request, in conjunction with such provision of unbundled Directory Assistance services described in sub-paragraph (a) above, Pacific will provide, at the request of the calling party, Directory Assistance call completion service which is comparable in every way to the Directory Assistance call completion service Pacific makes available to its own end users, when generally available and where facilities permit.

2. Compensation:

Pacific shall charge Cox for Directory Assistance services at the rates set forth in Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 9.1 (e.g., the twenty mile Directory Assistance call rate currently \$0.298351).

V. MEET-POINT TRUNKING ARRANGEMENTS

- A. Two-way trunks will be established to enable Cox and Pacific to jointly provide Feature Group B and D ("FGB" and "FGD") Switched Access Services via a

Pacific access tandem switch.

- B. Cox may use Meet-Point Trunks to send and receive FGB and FGD calls from Switched Access customers connected to Pacific's access tandem.
- C. The Parties will use separate facilities and separate two-way trunk groups at each and every Pacific access tandem under which Cox's NXXs home using DS-1 or DS-3 facilities other than the facilities used for Local Interconnection Trunk Groups. Neither Party will charge the other any amount for any meet-point facilities.
- D. In the case of Switched Access Services provided through Pacific's access tandem, Pacific will not offer blocking capability for Switched Access customer traffic delivered to Pacific's tandem for completion on Cox's network. Pacific and Cox understand and agree that Meet-Point Trunking arrangements are available and functional only to/from Switched Access customers who directly connect with the tandem(s) that Cox sub-tends in each LATA. In no event will Pacific be required to route such traffic through more than one tandem for connection to/from Switched Access customers. Pacific shall have no responsibility to ensure that any Switched Access customer will accept traffic Cox directs to the Switched Access customer.
- E. The Parties will provide CCS to one another, where and as available, in conjunction with meet-point two-way trunk groups. Cox may establish CCS interconnections either directly or through a third-party, provided such third-party is interconnected with Pacific pursuant to PUB L 780023-PB/NB and in accordance with Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 6. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. Cox will provide all CCS signaling including Charge Number, originating line information ("OLI"), etc. For terminating FGD, Pacific will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by Cox wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.
- F. CCS shall be utilized in conjunction with Meet-Point Trunks; except MF signaling must be used on a separate meet point trunk group for originating FGD access to Switched Access customers that use MF FGD signaling protocol. MF and CCS trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.
- G. All originating Toll Free Service calls for which Pacific performs the Service Switching Point ("SSP") function (e.g., performs the database query) shall be delivered by Cox using GR-394 format over the meet point trunk group. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls.

- H. All originating Toll Free Service calls for which Cox performs the SSP function, if delivered to Pacific, shall be delivered by Cox using GR-394 format over the meet point trunk group for calls destined to IXCs, or shall be delivered by Cox using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend Pacific access tandems.
- I. Originating FGB calls delivered to Pacific's tandem shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving Pacific access tandem.
- J. Cox and Pacific shall use their best efforts to negotiate the terms and conditions for meet-point billing, including, but not limited to, the meet-point billing options, bill period, and exchange of usage and billing data, and to sign such an agreement within 30 days of the effective date of this Agreement. Backbilling will apply to any meet-point billing traffic completed by the Parties prior to execution and approval of the meet-point billing agreement. Such backbilling will be calculated pursuant to the terms of the meet-point billing agreement, based on the Parties' tariffed Switched Access rates.

VI. INSTALLATION OF TRUNKS

Initial due dates for the installation of the initial Local Interconnection Trunks and Meet-Point Trunks covered by this Agreement shall be based on mutual agreement of the Parties in accordance with the availability of local interconnection facilities.

VII. LINK SERVICE ARRANGEMENTS

- A. **Basic and Assured Links:** Pacific shall, upon the Effective Date of this Agreement, accept orders from Cox for, and if ordered provide, Basic and/or Assured Links in the following total quantities, whether Basic or Assured or a combination of both, irrespective of any other carrier's demand:

1. for the month of November, 3,000 Basic/Assured Links;
2. for the month of December, 5,000 Basic/Assured Links;

For the calendar year 1997 Pacific will provide, upon Cox entering orders, not less than 50,000 Basic and/or Assured Links, subject to availability.

- B. **ISDN Links:** ISDN Links will be available beginning October 1, 1996. Pacific will provide, upon Cox entering orders, not less than 10,000 ISDN links during 1996 and not less than 30,000 links during 1997, subject to availability.
- C. **Cooperative Testing:** Cooperative testing of ordering and provisioning procedures for Links will be completed no later than thirty (30) days prior to Cox's placement of initial Link orders for each link type.

D. Link Interconnection: Links may interconnect to Cox's network facilities via:

1. a CISCC/EISCC to collocated transport facilities in the Pacific Central Office from which the Links are extended; or
2. a cross-connection to a Pacific special access service pursuant to Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 7, which terminates at a Cox point of presence or a Cox collocation facility in another Pacific Wire Center.

E. Provisioning Intervals:

Basic, Assured and ISDN Links shall be provided within the same period of time Pacific provisions its like exchange service at that time in the same area using similar facilities requiring field work (wiring) plus one day. Currently these installation intervals and circumstances are:

1. A Business Basic Link will be normally provisioned in an interval not to exceed 5 working days;
2. A Residence Basic Link will be normally provisioned in an interval not to exceed 5 working days;
3. A Business Assured Link will be normally provisioned in an interval not to exceed 5 working days;
4. An ISDN Link will be normally provisioned in an interval not to exceed 12 working days;
5. For project work (e.g., 20 or more lines at the same customer location), provisioning intervals will be negotiated on a project-by-project basis, with intervals not to exceed the intervals used by Pacific for its own customer projects of like size and circumstance.

F. Service Coordination:

Link service will be provided on the due date and, if requested, will be provided during a four-hour window (either 8 a.m. to 12 p.m. or 1 p.m. to 5 p.m.). Additional service coordination is charged as additional labor billing per Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 13. Links are normally provisioned from 8 a.m. to 5 p.m. Monday through Friday.

The following coordination procedures apply only to Business Basic or Assured Links ordered as a project (i.e., 20 or more lines to a single end user MPOE on a request at the same time):

1. On each Link order in a Wire Center, Cox will contact Pacific, and the Parties will agree on a cut-over time at least two (2) business days before that cutover time. The cut-over time will be defined as a 60-minute window

within which both the Cox and Pacific personnel will make telephone contact to begin the cut-over activity.

2. Within the appointed 30-minute cut-over time, the Cox person will call Pacific's Interconnection Service Center ("ISC"), and when the ISC is reached in that interval, such work will be promptly performed. If the Cox person fails to call or is not ready within the appointed interval, and if Cox had not called to reschedule the work at least two hours prior to the start of the interval, Cox and Pacific will reschedule the work order and Cox will pay the non-recurring charge for the Link or Links scheduled for the missed appointment. Non-recurring charges will also apply for the rescheduled appointment. If the Pacific person is not available or not ready at any time during the 60-minute interval, Cox and Pacific will reschedule and Pacific will waive the non-recurring charge for the Link or Links scheduled for that interval.
3. The standard time expected for disconnection of service is five (5) minutes. If Pacific is solely responsible for a line to be out of service for a total elapsed time of more than thirty (30) minutes, Pacific will waive the non-recurring charge for that Link. If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of Cox.

G. SPNP: If Cox has ordered SPNP as part of the Link installation, Pacific will coordinate implementation of SPNP with the Link installation, and SPNP installation charges will apply in addition to those of the LINK. If the cut-over time window is not met, and the fault lies solely with Cox or its customer, non-recurring charges for both the Link(s) and SPNP will apply. If the fault lies solely with Pacific the non-recurring charges will be waived upon the newly scheduled cut-over.

H. Electronic Ordering and Tracking Interface: Cox will order Link service via an Interconnection Service Request ("ISR") form using Pacific's CESAR System to place orders for Links. Pacific will provide Cox confirmation electronically of the Link orders via the CESAR System Firm Order Confirmation ("FOC"). Access to Pacific's CESAR System will be at no charge to Cox, and Pacific will not charge for initial training in use of the system for Link ordering. Such orders shall be placed through Pacific's Local Interconnection Service Center, with whom Cox will interact to obtain information about the status of Cox's service orders.

Cox will report and track trouble-ticket and repair requests associated with Links to Pacific electronically through Pacific's Service Manager System. Access to Pacific's Service Manager System will be at no charge to Cox, and Pacific will not charge for initial training in the use of the system for Link trouble-ticket and repair request tracking. Pacific's ISC will be the single point of contact with whom Cox will interact about the status of trouble-ticket and repair request tracking.

- I. **Maintenance and Testing:** Cox is responsible for receiving and coordinating resolution of all end user trouble reports involving Link Service. Cox will isolate any trouble to the Link portion of the service before using Pacific's Service Manager System or contacting Pacific's ISC to report the trouble. Pacific will charge Cox additional labor billing charges when the trouble is referred to Pacific and the trouble is found to be either on the customer side of the MPOE or on the Cox side of the POI (including CISCC/EISCC, if any).
- J. **Link Provisioning Requirements:**
1. Thirty (30) days prior to submitting any Link Service orders, Cox shall provide to Pacific forecasts of the number of Links requested at a Wire Center level. This forecast includes associated additional line ("ADL") requirements when Pacific's primary residential POTS service is not to be disconnected in the establishment of Link Service. Cox shall provide such forecasts on a semi-annual basis.
 2. Pacific will provide Cox with binding post and circuit identification information and identify the MPOE at the customer's premise sufficient to, if Cox desired, allow Cox to connect to the customer's premise wiring.
 3. If, and only if, Cox's end user customer controls access to the MPOE, Cox must ensure that Pacific has access to the MPOE at the Cox end user customer's premise as described in Pacific's Cal. P.U.C. Tariff Schedule A.2.1.19.
 4. If Pacific terminates or Cox disconnects any Link Service, Pacific will have no obligation to have any communication with Cox's customer in connection with such termination or disconnection. If Pacific disconnects a residential Link for Cox's non-payment, Pacific will provide the residential customer access to E-911 service (i.e., "warm line" service) to the end user's premise over the loop facility until the non-payment circumstance is resolved or the Link is permanently disconnected.
- K. **Compensation:**
1. Pacific will bill all Links purchased by Cox on consolidated statements and in the following format: Links will be listed by circuit identification number, with a Wire Center identification and customer street address. The bill will be issued monthly on a billing cycle ("bill round"). Cox will initially be permitted to select any one of Pacific's interconnection billing cycles for each billing area. Cox may change that billing cycle on the anniversary of its selection, said change to take effect during the second billing interval following that change.
 2. Pacific will provide Link Service at the prices set forth below. However, the Parties agree that with respect to all recurring charges for Links, Cox will have the option of paying the rates set forth below or the rates determined by the Commission in the OANAD proceeding (R. 93-04-

002/L 93-04-003). The prices set forth herein do not include Commission or FCC mandated surcharges or applicable taxes. For partial months, Pacific will prorate the monthly charge on a per day rate.

Pacific shall charge nonrecurring and a monthly recurring rate as set forth below for each Link plus EISCC, plus applicable multiplexing, if requested. All Link prices include any applicable End User Common Line and Carrier Common Line flat rate equivalent charges.

Business Link Zones referred to below are defined as shown in Attachment B. Residence Link Zones referred to below are defined as shown in Attachment C.

EISCC, All Links: \$1.31

a. Basic and Assured Links:

Recurring Rates:

Business (Basic and Assured)

Zone 1	Zone 2	Zone 3
\$12.50	\$14.50	\$19.50

Residence (Basic only)

Zone 1	Zone 2	Zone 3
\$13.90	\$17.00	\$21.40

Nonrecurring rates:

Business Basic Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for measured business service (1MB).

Business Assured Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for Assured PBX Trunks.

Residence Basic Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for flat-

b. **ISDN Links:**

Recurring Rates:

Business (ISDN)

Zone 1	Zone 2	Zone 3
\$18.75	\$21.75	\$29.25

Residence (ISDN)

Zone 1	Zone 2	Zone 3
\$20.75	\$23.75	\$31.25

Nonrecurring rates:

Business ISDN Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for business basic rate ISDN.

Residence ISDN Links Zones 1, 2, and 3: The nonrecurring charge for each Link is equal to Pacific's retail nonrecurring charge for residential basic rate ISDN.

- L. **Other Links:** Cox may request types of Links other than those described herein by using the Bona Fide Request process set forth herein.

VIII. PORT SERVICE ARRANGEMENTS

A. **Description:**

A Port is an analog or digital Line Side access point to a Pacific switch. A Port includes any necessary telephone number assignment, all of the supervision (i.e., loop start, ground start, E&M, and reverse battery start), signaling, and access to all vertical service features for each of the Port classifications listed below and which allow the Port to function in the manner intended. Cox may establish Ports either by requesting assignment of new telephone numbers or by re-using existing telephone numbers(s) when Cox is replacing existing Pacific exchange service(s) with the Port service arrangement. Ports may be provided on an individual basis or in groups associated in hunting arrangements. Ports may interconnect to Cox's network facilities via:

1. a CISCC/EISCC to collocated transport facilities in the Pacific Central Office from which the Ports are extended; or
2. a cross-connection to a Pacific special access service pursuant to Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 7, which terminates at a Cox point of presence or a Cox collocation facility in another Pacific Wire

Center.

B. Ports Available without Bona Fide Request:

Pacific will initially make available to Cox Ports as described herein.

1. Basic Port

A Basic Port is that which is used to provide single line analog service with local usage billed on a per minute of use measured basis. The Basic Port will be provided with loop- or ground-start supervision, touch tone™ and dial pulse signaling, alerting (ringing). Optionally, Ports for business customers may be provided with hunting between selected port group members and all available vertical services applicable to single-line services in the switch providing the Port are available to business or residence customers as is appropriate for the individual service.

2. Flat Rate Port (Limited to Residence Service)

A Flat Rate Port is that which is used to provide single line analog service to residential customers with local usage billed on a flat rate basis. The Flat Rate Port will be provided with loop- or ground-start supervision, touch tone™ and dial pulse signaling, alerting (ringing). Optionally, Flat Rate Ports may be provided with all available vertical services applicable to residential single-line services in the switch providing the Port.

C. Other Ports:

Pacific and Cox have agreed on a Bona Fide Request Process below for evaluation and development of additional unbundled Network Elements to be provided by Pacific. For the Port types listed below, the Parties agree to expedite the Bona Fide Request process by beginning with the presumption that these Ports are technically feasible. Upon Cox's written request, Pacific will begin the development of the technical and operational design work necessary to provide Cox the response described in Section D.3 of the Bona Fide Request.

- 1. PBX Trunk Port:** A PBX Trunk Port is one which is used for connections between customer private branch exchange equipment and the Central Office. It will, at a minimum, be provided with loop or ground start supervision, touch tone™ or dial pulse signaling, alerting (ringing), and hunting between selected port group members (rotary) and Caller ID signaling
- 2. DS1 PBX Trunk Port:** A DS1 PBX Trunk Port is one which is used for providing Basic PBX Trunk Connections in groups of up to 24 DS0 trunks. The Central Office termination of this service is integrated with the serving switch.

3. **DID Port:** A DID Port is one which is used by Pacific to provide direct inward dialing to its customers. In addition to the general port capabilities it is provided with a transfer from Pacific's network to the port, 4 or 7 digits of the called number. A group of DID Ports may be associated, at the request of Cox, to form a hunt group.
4. **Centrex™ Port:** A Centrex™ Port is functionally equivalent to one which is used by Pacific to provide Centrex™ services to its customers. It is provided with access to all of the Centrex™ features which are available to Pacific's customers in the switch in which the Port is provisioned.
5. **Basic Rate ISDN Port:** A Basic Rate ISDN Port is one which will provide "2B + D" capability.
6. **Primary Rate ISDN Port:** A Primary Rate ISDN Port is one which will provide capacity for up to 23 Basic Rate ISDN lines, plus associated signaling (23B + D).

D. Port Quantities:

Pacific shall, effective October 1, 1996, accept orders from Cox for, and if ordered, provide in any Wire Center identified in Cox's order, Ports in the following quantities, irrespective of any other carrier's demand:

1. for the month of October, 1,000 Ports;
2. for the month of November, 2,500 Ports;
3. for the month of December, 3,500 Ports;

For the calendar year 1997 Pacific will provide, upon Cox entering orders, not less than 10,000 Ports subject to availability.

E. Port Testing: Testing of Ports and Port ordering procedures will begin no earlier than September 1, 1996. The Parties agree to complete these tests prior to Cox placing orders for Ports.

F. Port Interconnection : Ports may be interconnected to Cox's collocated transport facilities or the collocated transport facilities of another provider via a CISCC/EISCC. Currently these intervals and circumstances are:

1. The Parties agree that for a Basic Port and a Flat Rate Port or any additional Port types developed under the Bona Fide Request process that the provisioning interval will be no greater than the equivalent Pacific exchange service provisioning interval, plus one day, using similar facilities in the same geographical area in the same time period, or the shortest interval provided to any other party of the same unbundled Network Elements.

2. For project work (i.e., 20 or more Ports at the same switch), provisioning intervals will be negotiated on a project-by-project basis, with intervals not to exceed the intervals used by Pacific for its own customer projects of like size and circumstances.
 3. Port Service will be provided on the due date and, if requested, will be provided during a four (4) hour window (either 8 a.m. to 12 p.m. or 1 p.m. to 5 p.m.). Additional service coordination is charged as additional labor billing per Pacific's Schedule Cal. P.U.C. Tariff No. 175-T, Section 13. Ports are normally provisioned from 8 a.m. to 5 p.m. Monday through Friday.
 4. Cox will provide connecting facility assignment (e.g., CISCC/EISCC appearance) when it orders Ports. Pacific will confirm the POI back to Cox on its firm order confirmation.
- G. **Port Maintenance and Repair:** Pacific shall provide to Cox Port maintenance and repair equal to that provided to Pacific customers on the port component of like exchange services.
- H. **Connection, Disconnection and Reconnection Orders:** Cox can submit a single order for connection, disconnection or reconnection of any quantity of Port service consistent with paragraph D above.
1. As indicated below, Pacific will allow Cox to interconnect to its automated ordering and tracking systems at the earliest time possible, specifically in this case for disconnection and reconnection orders;
 2. Until Cox is connected to Pacific's automated ordering and tracking system, Pacific will process Cox's orders for disconnection; and reconnection as expeditiously as possible;
 3. Pacific will provide Cox with a "single point of contact," and an alternate, with whom Cox will interact to obtain information about the status of Cox service orders.
- I. **Electronic Ordering and Tracking Interface:** Cox will order Port service via an Interconnection Service Request ("ISR") form using Pacific's CESAR System to place orders for Ports. Pacific will provide Cox confirmation electronically of the Port orders via the CESAR System Firm Order Confirmation ("FOC"). Access to Pacific's CESAR System will be at no charge to Cox, and Pacific will not charge for initial training in use of the system for Port ordering. Such orders shall be placed through Pacific's Local Interconnection Service Center, with whom Cox will interact to obtain information about the status of Cox's service orders.

Cox will report and track trouble-ticket and repair requests associated with Ports to Pacific electronically through Pacific's Service Manager System. Access to Pacific's Service Manager System will be at no charge to Cox, and Pacific will not charge for initial training in the use of the system for Port trouble-ticket and repair

request tracking. Pacific's ISC will be the single point of contact with whom Cox will interact about the status of trouble-ticket and repair request tracking.

J. Compensation:

1. Pacific will bill all Ports ordered by Cox on consolidated statements and in the following format: Ports will be listed by circuit identification number, with a Wire Center identification. The bill will be issued monthly on a "bill round." Cox will initially be permitted to select any one of Pacific's standard bill rounds for each billing area and to change that bill round on the anniversary of its selection, to take effect during the next second billing interval. Pacific will provide Cox usage billing data and call detail information for each Port. Such information will be provided in standard EMR format, with the same level of call detail avail to Pacific for its like exchange services.

2. Pacific shall charge rates as set forth below for Basic Ports or Flat Rate Ports, plus applicable multiplexing, if ordered by Cox. Partial month rates will be charged prorated on a daily basis.

a. Basic Port Recurring Rates:

Business Basic Ports: \$4.00 per month.

Residence Basic Ports: \$4.15 per month and will receive local usage credit of \$2.00 per month. The monthly local usage credit shall be applied per Port regardless of the local usage, if any, on any individual Port.

Local Usage is defined in VIII.J.2.e. below.

b. Flat Rate Port Recurring Rate:

\$7.65 per month, with unlimited Local Usage. Local Usage is defined as local, ZUM Zone 1, ZUM Zone 2 and Extended Area Service ("EAS") traffic.

Partial month rates will be charged prorated on a daily basis.

c. Carrier Common Line Credit:

Pacific shall credit Cox \$1.00 per month for all Basic and Flat Rate Ports as compensation for any interstate Carrier Common Line ("CCL") revenues Pacific may receive from Switched Access calls originated from or terminated to the Port. Pacific shall retain any other Switched Access revenues, whether intrastate or interstate, for calls originated from or terminated to Ports. In the event the FCC modifies the Switched Access structure such that Pacific receives less

than its current average CCL level per month per line, or eliminates CCL, then the Parties will renegotiate this subsection. The Parties reserve their rights to take any position they choose before the FCC on Switched Access Compensation.

d. Non-Recurring Charges:

Flat Rate and Residence Basic Ports: The non-recurring charges for Port installation, including EISCC, if any, will be set at the non-recurring rate for Pacific's Residence Exchange Access Line Service as set forth in Pacific's Tariff Schedule Cal. P.U.C. A3 3.1.2.A (currently \$34.75).

Business Basic Ports: The non-recurring charges for Port installation, including EISCC, if any, will be set at the non-recurring rate for Pacific's Business Exchange Access Line Service as set forth in Pacific's Tariff Schedule Cal. P.U.C. A3 3.1.2.A (currently \$70.75).

e. Usage and Features:

Local Usage: Local usage for calls from Residence Basic Ports will be charged at the rate of \$0.01 per minute of use. Each call will be billed for a one minute minimum, and additional minutes will be rounded to the nearest six seconds. For purposes of this Section, local calls shall include 0 - 12 mile calls, ZUM Zone 1 and ZUM Zone 2, and EAS calls. For Residence Basic Ports, ZUM Zone 3 calls (13 - 16 miles) will be charged at the local usage rate of \$0.01 per minute of use until the Commission sets usage rates for ZUM Zone 3 calls from Ports in the OANAD proceeding. For Flat Rate Residence Ports, ZUM Zone 3 calls will be set at Pacific's resale tariff rate for ZUM Zone 3 calls until the Commission sets rates for ZUM Zone 3 in the OANAD proceeding or Pacific includes ZUM Zone 3 in local usage for its retail Flat Rate Residential exchange service. The Parties reserve their rights to take any position they choose before the Commission on usage pricing for Ports in the Commission's OANAD or other proceedings.

The Parties agree to negotiate local usage and ZUM Zone 3 rates for Business Basic Ports within 180 days of the effective date of this Agreement.

IntraLATA Toll: IntraLATA toll calls from Ports will be charged at the rates set forth in Pacific's resale tariff Schedule Cal. P.U.C. 175-T, Section 18.7, including terms